

ORDINANCE NO. 64-16

AN ORDINANCE AMENDING ORDINANCE NO. 12-15, PASSED JANUARY 26, 2015, RELATIVE TO THE LEASE AGREEMENT WITH THE FRIENDS OF THE CEMETERY, FOR THE USE OF THE AMOS MEARS MEMORIAL BUILDING AT SPRING GROVE CEMETERY, AND DECLARING AN EMERGENCY.

WHEREAS: Ordinance No. 12-15, passed January 26, 2015, authorized the Mayor to enter into a Building Project Agreement and Lease Agreement with the Friends of the Cemetery for the construction and use of the Maintenance Building and the Amos Mears Memorial Building at Spring Grove Cemetery; and

WHEREAS: Both parties have agreed to amend Exhibit B, Lease Agreement, Article 14 titled Indemnity and Insurance by Lessee to better meet the requirements for the Friends of the Cemetery; and

WHEREAS: The Lease Agreement has been reformatted for recording with the Medina County Recorder's Office.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That Ordinance No. 12-15, passed January 26, 2015 is hereby amended to include the revised Lease Agreement, marked Exhibit A, attached hereto and incorporated herein.

SEC. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 3: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the building is completed and being utilized; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: May 9, 2016

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: May 10, 2016

SIGNED: Dennis Hanwell
Mayor

LEASE

ORD. 64-16
Exh. A

This Lease is made on this 9th day of May, 2016, by and between the **CITY OF MEDINA**, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **FRIENDS OF THE CEMETERY**, an Ohio nonprofit corporation, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256, as "Lessee."

WITNESSETH:

ARTICLE 1. DEMISED PREMISES

1. Lessor hereby leases to the Lessee the following described premises hereinafter called "demised premises," situated in the City of Medina, County of Medina, and State of Ohio:

The demised premises is the building structure as defined by the blueprints of the structure attached hereto and incorporated herein as "Exhibit A." Said building structure will be constructed and located at the City of Medina Spring Grove Cemetery pursuant to the site plan for the building site, a copy of which is attached hereto and incorporated herein as "Exhibit B." The building structure will be located on Permanent Parcel No. 028-19B-21-304.

2. Lessee has inspected the demised premises, and Lessee accepts the demised premises in "as is" condition and acknowledges that Lessor made no representation or warranty or promise with respect to the condition or use or repair or improvement of the demised premises not herein stated.

3. It is agreed and understood between the parties that the Friends of the Cemetery shall have exclusive use of an office the approximate size of 14' x 11' with an accompanying and adjoining storage room inside the described building structure and that the parties shall enjoy the joint use of the lobby, the conference room, the corridors, and the public restrooms inside of the described building structure. It is agreed between the parties that the City of Medina will have the exclusive use of the remainder of the building structure for its business purposes.

ARTICLE 2. TERM OF LEASE

To have and to hold for a term of fifty (50) years to commence upon the signing of this Lease Agreement and ending fifty (50) years therefrom. The Friends of the Cemetery shall have the right to renew the term of the Lease for an additional two (2), twenty-five (25) year terms for a total possible occupancy of the building structure amounting to a term of one hundred (100) years. If the Friends of the Cemetery should dissolve or cease to exist, this Lease Agreement shall automatically terminate, and the City shall have exclusive use of the building.

ARTICLE 3. RENT

The parties hereto agree that there shall be no exchange of rent as between Lessor and Lessee for the use of the afore-described building. The parties agree that Friends of the Cemetery shall pay for all costs of construction of the building and its associated parking lot. Friends of the Cemetery shall, upon completion of construction, donate the building and its associated parking lot to the City of Medina. In consideration of the donation, there shall be no exchange of rent monies for the term of this agreement.

ARTICLE 4. CONSTRUCTION EXPENSES AND LIENS

Lessee agrees to indemnify and save harmless Lessor from all expenses, liens, claims, or damages to either persons or property arising out of construction of and associated improvements to the subject building and parking lot.

ARTICLE 5. UTILITIES

Lessor covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. To the extent reasonably possible, utilities shall be put into Lessor's name. Lessor agrees to provide for the periodic cleaning of the described building structure and demised premises as reasonably necessary.

ARTICLE 6. QUIET ENJOYMENT

Lessor covenants and agrees that if Lessee is in compliance with the terms hereof and performs all of the covenants and agreements herein stipulated to be performed, Lessee shall, at all times during said term, have the peaceful and quiet enjoyment and possession of said demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

ARTICLE 7. USE OF PREMISES

1. The demised premises shall be occupied and used by Lessee for uses directly associated with the business of the Friends of the Cemetery and related activities necessary to the Spring Grove Cemetery. The Friends of the Cemetery shall be permitted the use of their portions of the building at any and all times whether the Spring Grove Cemetery is open or closed.

2. Lessee covenants and agrees that the demised premises shall not be abandoned or left vacant and shall be used in a manner suitable to the purpose for which the building is being leased. In addition, Lessee agrees as follows:

- a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean.
- b. To prevent the demised premises from being used in any way which would injure the reputation of same or of the building; to prevent the demised premises from becoming a nuisance, annoyance, inconvenience, or damage to others in the neighborhood.

3. Lessee covenants and agrees not to use or occupy or suffer or permit said demised premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of said insurance for the type and location of the building of which the demised premises is a part. If the Lessee shall install any electrical equipment that overloads the lines in the demised premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction thereof.

4. Lessor reserves the right to modify, repair, improve, or make any other alterations to its portion of the inside of the building structure, excluding Lessee's portions of the building. Lessor further reserves the right to modify, repair, improve, or make any other alterations to the outside of the building.

5. Parking shall be on a first-come, first-served basis, and there shall be no reserved parking spaces for either Lessor or Lessee.

ARTICLE 8. KEYS TO THE PREMISES

Keys to the demised premises shall be limited to two approved individuals from the Friends of the Cemetery. Keys to the demised premises shall be limited to two approved individuals from the City of Medina.

ARTICLE 9. SIGNS

Lessee shall have the right to erect a sign on the demised premises for the purpose of advertising its use, if necessary, so long as signage complies with City of Medina sign regulations.

ARTICLE 10. ALTERATION

Lessee agrees to pay all costs associated with making improvements to the facility. Lessee covenants and agrees not to make or permit to be made any alterations, improvements, and/or additions to the demised premises or any part thereof, except with the written consent of the Lessor. All alterations, improvements, and additions to said demised premises shall be made in accordance with all applicable laws, and shall, at once when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor, and shall remain for the benefit of Lessor at the end of the term or the expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted. In the event of making alterations, improvements, and additions as herein provided, Lessee agrees to indemnify and save harmless Lessor from all expense, liens, claims, or damages to either persons or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

ARTICLE 11. MECHANIC'S LIEN

Any mechanic's lien filed as against the demised premises for work claimed to have been done or for materials claimed to have been furnished to Lessee shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 12. MAINTENANCE

Lessor covenants and agrees to keep and maintain the exterior and interior portions of the demised premises and building, except for reasonable wear and tear. Any damage caused by any act or negligence of Lessee, its employees, agents, invitees, licensees, or contractors shall be properly repaired at the sole cost and expense of Lessee. Lessor specifically agrees to maintain the HVAC, electrical, and plumbing fixtures, and shall further maintain the lawn and shall be responsible for snow removal at the demised premises during winter months.

ARTICLE 13. AMOS MEARS MEMORIAL BUILDING

It is agreed between the parties that the building structure contemplated in this Agreement shall be named the "Amos Mears Memorial Building." It is agreed that the Friends of the Cemetery shall display inside the building structure in areas in joint use by the parties and/or areas controlled by the Friends of the Cemetery a plaque commemorating the monetary

donation from the Mears family and some memorabilia and photographs of the Mears family and construction projects that were completed as a result of assistance from the Mears family.

ARTICLE 14. INDEMNITY AND INSURANCE BY LESSEE

1. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify, and save and keep harmless the Lessor against and from all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property, and will protect, indemnify, save, and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

2. Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to person (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, including Lessor's employees or agents, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or arising out of this Lease Agreement.

3. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon, or about the demised premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the demised premises during the term of this Lease, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000) for injury to any one person, and not less than One Million Dollars (\$1,000,000) for injuries to more than one person in one accident. Such insurance shall name the Lessor as an additional named insured and shall be written with a company or companies engaged in business of general liability insurance in Ohio, and there shall be delivered to the Lessor customary insurance certification evidencing such paid up insurance, and such insurance shall not be canceled without at least thirty (30) days' advance notice, in writing, to the Lessor. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand.

4. Lessor agrees that, at its own cost and expense, it will procure and continue in force, property damage coverage covering property damage to the demised premises in an amount no less than the value of the structure.

ARTICLE 15. DESTRUCTION BY FIRE OR CASUALTY

If the demised premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessor shall maintain fire and extended coverage insurance on the building and improvements of the demised premises. If the demised premises are destroyed during the period of this Lease and Lessor decides to not rebuild, Lessee shall be entitled to a portion of the insurance proceeds equal to the cost of improvements that Lessee can document that Lessee spent on improvements to and maintenance of the demised premises.

ARTICLE 16. WAIVER OF SUBROGATION CLAIMS

Lessor and Lessee hereby waive any claim against the other for loss or damage to their real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party. Lessee further hereby waives any claim for loss or damage to its real and/or personal property at or within the demised premises resulting from fire or from all risks of physical damage, whether or not negligently caused.

ARTICLE 17. PROPERTY IN DEMISED PREMISES

1. All fixtures, additions, improvements, and installations provided by Lessee shall at once when furnished or installed be deemed to have attached to the freehold and to have become the property of Lessor, and shall not be removed by Lessee during or at the expiration of the term hereof unless Lessee is so directed as hereinbefore provided.

2. All Lessee's personal property of every kind or description, which may at any time be in the demised premises, shall be at Lessee's sole risk, or the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

ARTICLE 18. ACCESS TO DEMISED PREMISES

1. Lessee agrees to permit Lessor or Lessor's agent to inspect or examine the demised premises at any reasonable time and to permit Lessor to make such repairs, decorations, alterations, improvements, or additions in the demised premises or to the building of which the demised premises are a part that Lessor may deem desirable or necessary for its preservation or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee, in whole or in part; and the rent shall in no way abate while

such decorations, repairs, alterations, improvements, or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

2. Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in or upon said demised premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE 19. ASSIGNMENT AND SUBLETTING

Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor.

ARTICLE 20. SURRENDER OF DEMISED PREMISES

1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted.

2. Lessee shall, at Lessee's expense, remove all property of Lessee, including exterior signage, and all alterations, additions, and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the demised premises to the condition in which it was prior to the installation of the article so removed. Any property not so removed and to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 21. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 22. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and

permitted assigns, respectively, of the Lessor and the Lessee. Each term and each provision of this Lease to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

ARTICLE 23. REIMBURSEMENT

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent.

ARTICLE 24. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of Lessor hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

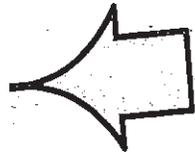
Signed and acknowledged by the parties hereto the day and year first above written.

SIGNED IN THE PRESENCE OF:

Kathy Patton
Dennis Hanwell

**CITY OF MEDINA,
an Ohio Municipal Corporation**

By: *D Hanwell*
DENNIS HANWELL *Mayor 2016*
Its: Mayor

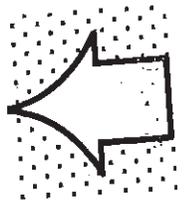


**FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation**

By: _____

By: _____

By: _____
Its: Trustees



STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the CITY OF MEDINA by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10th day of May, 2016.

Kimberly A. Walter
NOTARY PUBLIC

Kimberly A. Walter
Notary Public
State of Ohio
My Comm Expires Aug. 3, 2018

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared FRIENDS OF THE CEMETERY, by _____, _____, _____, and _____, its Trustees, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

NOTARY PUBLIC

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070

OLD LEASE

RCA 14-145
RCA 12-111

fully executed

ORDINANCE NO. 12-15

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A BUILDING PROJECT AGREEMENT AND A LEASE AGREEMENT WITH THE FRIENDS OF THE CEMETERY, AN OHIO NONPROFIT CORPORATION, FOR THE CONSTRUCTION AND USE OF THE MAINTENANCE BUILDING AND THE AMOS MEARS MEMORIAL BUILDING AT SPRING GROVE CEMETERY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a Building Project Agreement and a Lease Agreement with the Friends of the Cemetery, an Ohio nonprofit corporation, for the construction and use of the Maintenance Building and Amos Mears Memorial Building at Spring Grove Cemetery.

SEC. 2: That a copy of the Building Project Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 2: That a copy of the Lease Agreement is marked Exhibit B, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: January 26, 2015

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: January 27, 2015

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 12-15 ADOPTED BY SAID COUNCIL ON 1-26-15
Kathy Patton
CLERK OF COUNCIL

SPRING GROVE CEMETERY
BUILDING PROJECT AGREEMENT

This Agreement made this 26th day of January, 2015, by and between the **CITY OF MEDINA**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, and **FRIENDS OF THE CEMETERY**, an Ohio nonprofit corporation, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256.

WITNESSETH:

ARTICLE 1. BUILDING PROJECT

The City of Medina and the Friends of the Cemetery agree to jointly work together toward the completion of a three-phase building project at the Spring Grove Cemetery that is owned by the City of Medina. The scope of the project is defined as follows:

- A. **Site Work.** The City of Medina agrees to complete site work at the Spring Grove Cemetery that will accommodate parking lots and site work preparation for a newly completed maintenance building and a second building known as the Amos Mears Memorial Building. The City of Medina agrees to be responsible for the completion of the design and construction of the site work. Plans for the site work shall be completed and maintained on file by the Medina City Engineer. Site work shall be completed in accordance with the plans on file with the City Engineer. Plans for the site work shall be in accord with approval by Friends of the Cemetery. Cost of the site work shall amount to an estimated sum of Two Hundred Forty-two Thousand Three Hundred Dollars (\$242,300). The City of Medina agrees to advance the cost for completion of the site work.

Friends of the Cemetery agrees to donate to the City of Medina a sum of One Hundred Thirty-seven Thousand Nine Hundred Fifty Dollars (\$137,950) upon completion of the site work. The City's share toward the Two Hundred Forty-two Thousand Three Hundred Dollar (\$242,300) cost on the site work shall come to a sum of One Hundred Four Thousand Three Hundred Fifty Dollars (\$104,350). If completion of the site work project amounts to a sum of less than the total cost of Two Hundred Forty-two Thousand Three Hundred Dollars (\$242,300), the parties hereto agree that the Friends of the Cemetery's share of the project shall amount to fifty-seven percent (57%) of the total and the City of Medina's share of the site work project shall amount to a sum of forty-three percent (43%) of the total cost. The parties hereto agree that the Friends of the Cemetery's share of the site work project amounting to a sum of fifty-seven percent (57%) of the project shall be considered a donation toward completion of the project after the City of Medina has completed the project.

If bids for the site work are in excess of the estimated cost of the project, the parties agree that the site plan will be modified by mutual agreement so that the work completed stays within the maximum estimated budget of Two Hundred Forty-two Thousand Three Hundred Dollars (\$242,300).

- B. Maintenance Building. The City of Medina agrees to be responsible for demolition of the existing maintenance building and completion of design and construction of a new maintenance building at an estimated cost of Three Hundred Sixty-three Thousand Five Hundred Dollars (\$363,500). Plans for the maintenance building are on file with the City Engineer. The City of Medina agrees to be responsible for the entirety of the cost associated with demolition, design, and construction of a new maintenance building at the Spring Grove Cemetery.

If bids for the maintenance building are in excess of the estimated cost of the building, the parties agree that the plans for the maintenance building may have to be modified so that the work completed stays within the maximum estimated budget amount of Three Hundred Sixty-three Thousand Five Hundred Dollars (\$363,500), or, alternatively, all bids will be rejected and the project re-bid. The parties agree to discuss any modification that may be needed to the project to stay within budget, but the City of Medina retains final authority to decide upon modifications necessary to bring the project within budget. If bids on the maintenance building are in excess of the estimated cost of the building, the City of Medina agrees to commit Three Hundred Sixty-three Thousand Five Hundred Dollars (\$363,500) to the project and discuss the possibility of the Friends of the Cemetery adding additional money to the maintenance building project. If bids for the maintenance building come within the estimated budget amount of Three Hundred Sixty-three Thousand Five Hundred Dollars (\$363,500) or less, the building shall be completed in accordance with the original plans currently approved by both parties at the accepted bid amount.

- C. Amos Mears Memorial Building. The Friends of the Cemetery agrees to be responsible for the design and construction of a new building structure known as the Amos Mears Memorial Building. The Amos Mears Memorial Building will be constructed and located at the City of Medina Spring Grove Cemetery pursuant to the site plan for the building site, a copy of which is currently on file with the Medina City Engineer. The Amos Mears Memorial Building will be located on Permanent Parcel No. 028-19B-21-304. The Friends of the Cemetery agrees to be responsible for the design and construction cost associated with the completion of the Amos Mears Memorial Building structure. The estimated cost of the building amounts to a sum of Two Hundred Fifty-five Thousand Dollars (\$255,000). The design of and construction plans for the Amos Mears Memorial Building is currently on file with the Medina City Engineer. The Amos Mears Memorial Building shall be completed in accordance with the building plans currently on file with the City Engineer. The City of Medina shall not be responsible for costs associated with design and construction of the Amos Mears Memorial Building.

Upon completion of the Amos Mears Memorial Building, the Friends of the Cemetery hereby agrees to donate the building to the City of Medina, and the City of Medina hereby agrees to accept the donation of the building. Use of the Amos Mears Memorial Building shall be subject to the Lease Agreement between the City of Medina and the Friends of the Cemetery, a copy of which is attached hereto and incorporated herein as "Exhibit A." Friends of the Cemetery agrees to hold the City of Medina harmless from and indemnify the City of Medina for any of the costs associated with completion of design and construction of the Amos Mears Memorial Building pursuant to the plans now on file with the Medina City Engineer.

If bids for the Amos Mears Memorial Building are in excess of the estimated cost of the project, the parties agree that the building plans will be modified by mutual agreement so that work completed stays within the maximum estimated budget of Two Hundred Fifty-five Thousand Dollars (\$255,000). If bids for the Amos Mears Memorial Building are within the estimated budget of Two Hundred Fifty-five Thousand Dollars (\$255,000), the building shall be completed in accordance with the original plans currently approved by both parties.

ARTICLE 2. COSTS

Costs for the three (3) phases associated with completion of the Spring Grove Cemetery building project as currently estimated are set forth as follows:

<u>Item</u>	<u>Total Cost</u>	<u>City Share</u>	<u>Friends Share</u>
Site Work Package (design and construction)	\$242,300	\$104,350	\$137,950
Maintenance Building (design, construction, and demo of existing building)	\$363,500	\$363,500	
Amos Mears Memorial Building (design and construction)	<u>\$255,000</u>	_____	<u>\$255,000</u>
TOTAL	\$860,800	\$467,850	\$392,950

ARTICLE 3. TIME OF COMPLETION

The parties hereto agree that the design and construction of the site work, and demolition, design, and construction of a new maintenance building, and design and construction of the Amos Mears Memorial Building structure shall be completed within a reasonable time with appropriate consideration given to weather conditions and unforeseen circumstances that may arise during completion of the construction projects. The respective projects shall be completed by no later than fifteen (15) months from the date of commencement of the project.

ARTICLE 4. MECHANIC'S LIEN

Any mechanic's lien filed as against the property owned by the City of Medina for work claimed to have been done or materials claimed to have been furnished to the Friends of the Cemetery shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 5. BONDING

The Friends of the Cemetery agrees that the contractor hired by the Friends to construct the Amos Mears Memorial Building shall provide to the City of Medina and shall maintain a performance bond to assure proper completion of the project. The City of Medina shall approve the bond prior to commencement of the project.

ARTICLE 6. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 7. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the City of Medina and Friends of the Cemetery. Each term and each provision of this Agreement to be performed by the Friends of the Cemetery shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the Friends of the Cemetery is not intended to constitute a consent to assignment by the Friends of the Cemetery, but has reference only to those instances in which the City of Medina may have given written consent to a particular assignment.

ARTICLE 8. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of the City of Medina hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Agreement shall be binding unless such modification shall be in writing and signed by the parties hereto.

Signed and acknowledged by the parties hereto the day and year first above written.

SIGNED IN THE PRESENCE OF:

Heather Patton
Dawn Linnell

CITY OF MEDINA,
an Ohio Municipal Corporation

By: *Dennis Hanwell*
DENNIS HANWELL
Its: Mayor

Judy M. Remy
[Signature]

FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation

By: *Gene A. Mickle*
By: *John A. Gull*
By: *[Signature]*
Its: Trustees

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the CITY OF MEDINA by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2015.

Londona Davis
NOTARY PUBLIC
Commission Expires 11-20-16

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared FRIENDS OF THE CEMETERY, by Teresa A Merke, John A. Bell, and Jerry Coxner, its Trustees, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd day of February, 2015.

Kimberly A. Walter
NOTARY PUBLIC
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2018

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070

LEASE

This Lease is made on this 26th day of January, 2015, by and between the **CITY OF MEDINA**, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **FRIENDS OF THE CEMETERY**, an Ohio nonprofit corporation, c/o Teresa Merkle, 510 East Liberty Street, Medina, Ohio 44256, as "Lessee."

WITNESSETH:

ARTICLE 1. DEMISED PREMISES

1. Lessor hereby leases to the Lessee the following described premises hereinafter called "demised premises," situated in the City of Medina, County of Medina, and State of Ohio:

The demised premises is the building structure as defined by the blueprints of the structure attached hereto and incorporated herein as "Exhibit A." Said building structure will be constructed and located at the City of Medina Spring Grove Cemetery pursuant to the site plan for the building site, a copy of which is attached hereto and incorporated herein as "Exhibit B." The building structure will be located on Permanent Parcel No. 028-19B-21-304.

2. Lessee has inspected the demised premises, and Lessee accepts the demised premises in "as is" condition and acknowledges that Lessor made no representation or warranty or promise with respect to the condition or use or repair or improvement of the demised premises not herein stated.

3. It is agreed and understood between the parties that the Friends of the Cemetery shall have exclusive use of an office the approximate size of 14' x 11' with an accompanying and adjoining storage room inside the described building structure and that the parties shall enjoy the joint use of the lobby, the conference room, the corridors, and the public restrooms inside of the described building structure. It is agreed between the parties that the City of Medina will have the exclusive use of the remainder of the building structure for its business purposes.

ARTICLE 2. TERM OF LEASE

To have and to hold for a term of fifty (50) years to commence upon the signing of this Lease Agreement and ending fifty (50) years therefrom. The Friends of the Cemetery shall have the right to renew the term of the Lease for an additional two (2), twenty-five (25) year terms for a total possible occupancy of the building structure amounting to a term of one hundred (100) years. If the Friends of the Cemetery should dissolve or cease to exist, this Lease Agreement shall automatically terminate, and the City shall have exclusive use of the building.

ARTICLE 3. RENT

The parties hereto agree that there shall be no exchange of rent as between Lessor and Lessee for the use of the afore-described building. The parties agree that Friends of the Cemetery shall pay for all costs of construction of the building and its associated parking lot. Friends of the Cemetery shall, upon completion of construction, donate the building and its associated parking lot to the City of Medina. In consideration of the donation, there shall be no exchange of rent monies for the term of this agreement.

ARTICLE 4. CONSTRUCTION EXPENSES AND LIENS

Lessee agrees to indemnify and save harmless Lessor from all expenses, liens, claims, or damages to either persons or property arising out of construction of and associated improvements to the subject building and parking lot.

ARTICLE 5. UTILITIES

Lessor covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. To the extent reasonably possible, utilities shall be put into Lessor's name. Lessor agrees to provide for the periodic cleaning of the described building structure and demised premises as reasonably necessary.

ARTICLE 6. QUIET ENJOYMENT

Lessor covenants and agrees that if Lessee is in compliance with the terms hereof and performs all of the covenants and agreements herein stipulated to be performed, Lessee shall, at all times during said term, have the peaceful and quiet enjoyment and possession of said demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

ARTICLE 7. USE OF PREMISES

1. The demised premises shall be occupied and used by Lessee for uses directly associated with the business of the Friends of the Cemetery and related activities necessary to the Spring Grove Cemetery. The Friends of the Cemetery shall be permitted the use of their portions of the building at any and all times whether the Spring Grove Cemetery is open or closed.

2. Lessee covenants and agrees that the demised premises shall not be abandoned or left vacant and shall be used in a manner suitable to the purpose for which the building is being leased. In addition, Lessee agrees as follows:

- a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean.

- b. To prevent the demised premises from being used in any way which would injure the reputation of same or of the building; to prevent the demised premises from becoming a nuisance, annoyance, inconvenience, or damage to others in the neighborhood.

3. Lessee covenants and agrees not to use or occupy or suffer or permit said demised premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of said insurance for the type and location of the building of which the demised premises is a part. If the Lessee shall install any electrical equipment that overloads the lines in the demised premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction thereof.

4. Lessor reserves the right to modify, repair, improve, or make any other alterations to its portion of the inside of the building structure, excluding Lessee's portions of the building. Lessor further reserves the right to modify, repair, improve, or make any other alterations to the outside of the building.

5. Parking shall be on a first-come, first-served basis, and there shall be no reserved parking spaces for either Lessor or Lessee.

ARTICLE 8. KEYS TO THE PREMISES

Keys to the demised premises shall be limited to two approved individuals from the Friends of the Cemetery. Keys to the demised premises shall be limited to two approved individuals from the City of Medina.

ARTICLE 9. SIGNS

Lessee shall have the right to erect a sign on the demised premises for the purpose of advertising its use, if necessary, so long as signage complies with City of Medina sign regulations.

ARTICLE 10. ALTERATION

Lessee agrees to pay all costs associated with making improvements to the facility. Lessee covenants and agrees not to make or permit to be made any alterations, improvements, and/or additions to the demised premises or any part thereof, except with the written consent of the Lessor. All alterations, improvements, and additions to said demised premises shall be made in accordance with all applicable laws, and shall, at once when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor, and shall remain for the benefit of Lessor at the end of the term or the expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted. In the event of

- OLD -

making alterations, improvements, and additions as herein provided, Lessee agrees to indemnify and save harmless Lessor from all expense, liens, claims, or damages to either persons or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

ARTICLE 11. MECHANIC'S LIEN

Any mechanic's lien filed as against the demised premises for work claimed to have been done or for materials claimed to have been furnished to Lessee shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE 12. MAINTENANCE

Lessor covenants and agrees to keep and maintain the exterior and interior portions of the demised premises and building, except for reasonable wear and tear. Any damage caused by any act or negligence of Lessee, its employees, agents, invitees, licensees, or contractors shall be properly repaired at the sole cost and expense of Lessee. Lessor specifically agrees to maintain the HVAC, electrical, and plumbing fixtures, and shall further maintain the lawn and shall be responsible for snow removal at the demised premises during winter months.

ARTICLE 13. AMOS MEARS MEMORIAL BUILDING

It is agreed between the parties that the building structure contemplated in this Agreement shall be named the "Amos Mears Memorial Building." It is agreed that the Friends of the Cemetery shall display inside the building structure in areas in joint use by the parties and/or areas controlled by the Friends of the Cemetery a plaque commemorating the monetary donation from the Mears family and some memorabilia and photographs of the Mears family and construction projects that were completed as a result of assistance from the Mears family.

ARTICLE 14. INDEMNITY AND INSURANCE BY LESSEE

1. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify, and save and keep harmless the Lessor against and from all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property, and will protect, indemnify, save, and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

2. Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to person (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, including Lessor's employees or agents, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or arising out of this Lease Agreement regardless of whether such claims are alleged to be caused by negligence or otherwise on the part of the Lessor or its employees.

3. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon, or about the demised premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the demised premises during the term of this Lease, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000) for injury to any one person, and not less than One Million Dollars (\$1,000,000) for injuries to more than one person in one accident. Such insurance shall name the Lessor as an additional named insured and shall be written with a company or companies engaged in business of general liability insurance in Ohio, and there shall be delivered to the Lessor customary insurance certification evidencing such paid up insurance, and such insurance shall not be canceled without at least thirty (30) days' advance notice, in writing, to the Lessor. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand.

4. Lessor agrees that, at its own cost and expense, it will procure and continue in force, property damage coverage covering property damage to the demised premises in an amount no less than the value of the structure.

ARTICLE 15. DESTRUCTION BY FIRE OR CASUALTY

If the demised premises shall be totally destroyed by fire or other casualty covered by Lessor's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessor shall maintain fire and extended coverage insurance on the building and improvements of the demised premises. If the demised premises are destroyed during the period of this Lease and Lessor decides to not rebuild, Lessee shall be entitled to a portion of the insurance proceeds equal to the cost of improvements that Lessee can document that Lessee spent on improvements to and maintenance of the demised premises.

ARTICLE 16. WAIVER OF SUBROGATION CLAIMS

Lessor and Lessee hereby waive any claim against the other for loss or damage to their real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party. Lessee further hereby waives any claim for loss or damage to its real and/or personal property at or

within the demised premises resulting from fire or from all risks of physical damage, whether or not negligently caused.

ARTICLE 17. PROPERTY IN DEMISED PREMISES

1. All fixtures, additions, improvements, and installations provided by Lessee shall at once when furnished or installed be deemed to have attached to the freehold and to have become the property of Lessor, and shall not be removed by Lessee during or at the expiration of the term hereof unless Lessee is so directed as hereinbefore provided.

2. All Lessee's personal property of every kind or description, which may at any time be in the demised premises, shall be at Lessee's sole risk, or the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

ARTICLE 18. ACCESS TO DEMISED PREMISES

1. Lessee agrees to permit Lessor or Lessor's agent to inspect or examine the demised premises at any reasonable time and to permit Lessor to make such repairs, decorations, alterations, improvements, or additions in the demised premises or to the building of which the demised premises are a part that Lessor may deem desirable or necessary for its preservation or which Lessee has not covenanted herein to do or has failed so to do, without the same being construed as an eviction of Lessee, in whole or in part; and the rent shall in no way abate while such decorations, repairs, alterations, improvements, or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

2. Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers. During said period, Lessor may place signs in or upon said demised premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

ARTICLE 19. ASSIGNMENT AND SUBLETTING

Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor.

ARTICLE 20. SURRENDER OF DEMISED PREMISES

1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, clean and in as good condition and repair as the same shall be at the commencement of

the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted.

2. Lessee shall, at Lessee's expense, remove all property of Lessee, including exterior signage, and all alterations, additions, and improvements as to which Lessor shall have made the election hereinbefore provided, repair all damage to the demised premises to the condition in which it was prior to the installation of the article so removed. Any property not so removed and to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE 21. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 22. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the Lessor and the Lessee. Each term and each provision of this Lease to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

ARTICLE 23. REIMBURSEMENT

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent.

ARTICLE 24. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of Lessor hereto has authority to make or has made any statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms

hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

Signed and acknowledged by the parties hereto the day and year first above written.

SIGNED IN THE PRESENCE OF:

CITY OF MEDINA,
an Ohio Municipal Corporation

Guthy Patton
Dawn Swice

By: Dennis Hanwell
DENNIS HANWELL
Its: Mayor

FRIENDS OF THE CEMETERY,
an Ohio Non-Profit Corporation

Judy M. Runy
[Signature]

By: John A. Meekle
By: John A. Bell
By: [Signature]
Its: Trustees

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the CITY OF MEDINA by Dennis Hanwell, its Mayor, who executed the foregoing instrument in my present and acknowledged the same to be the voluntary act of said City and his voluntary act, individually, and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of January, 2015.

Sandra Davis
NOTARY PUBLIC
Commission Expires 11-20-16

STATE OF OHIO)
COUNTY OF MEDINA)ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared
FRIENDS OF THE CEMETERY, by Leresa H. Merkle,
John A. Gill, and Jerry Gussner, its Trustees, who executed
the foregoing instrument in my present and acknowledged the same to be the voluntary act of
said corporation and their voluntary act, individually, and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3rd
day of February, 2015.

Kimberly H. Walter

NOTARY PUBLIC

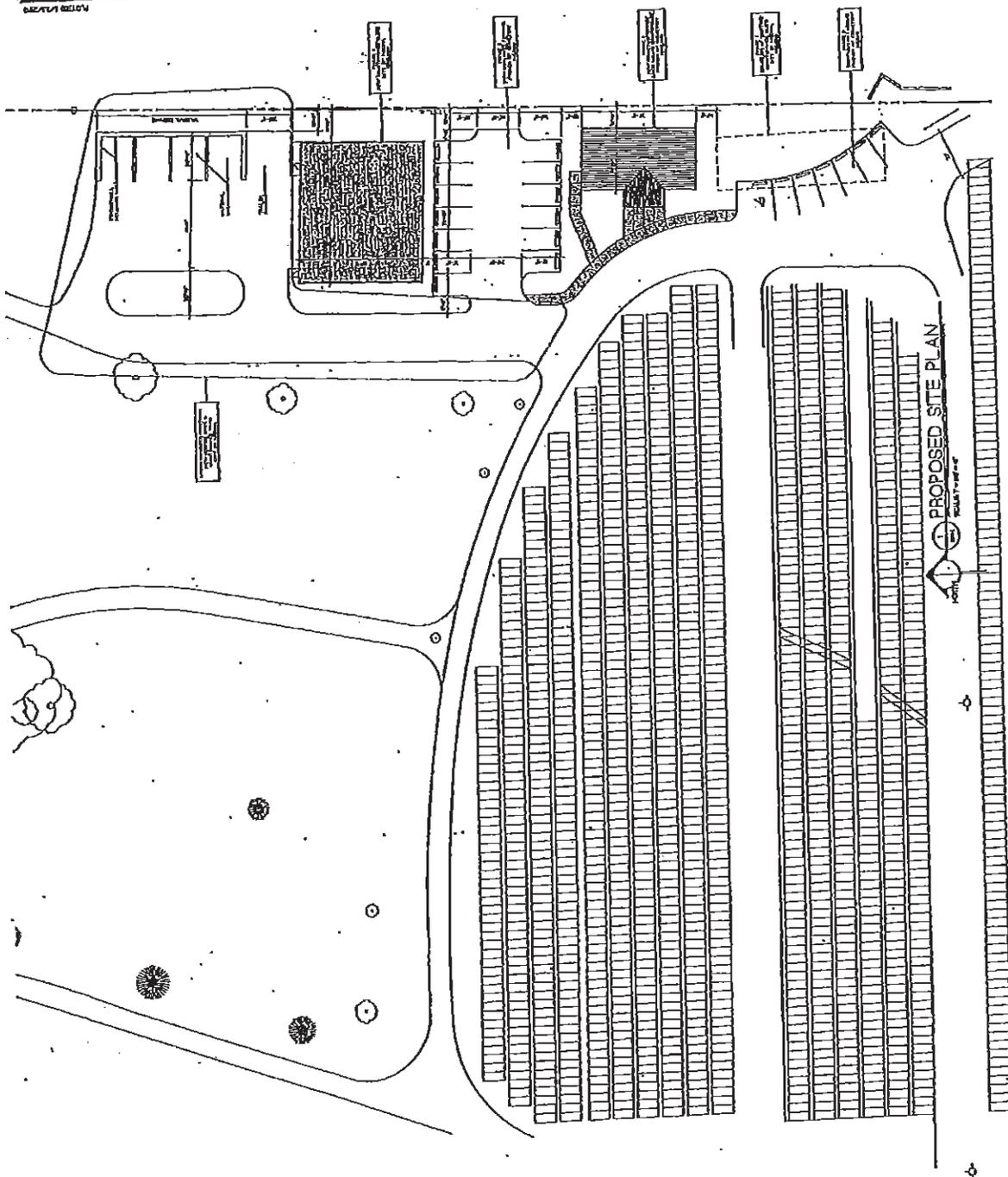
KIMBERLY A. WALTER
Notary Public - State of Ohio
My Commission Expires Aug. 3, 2018

This instrument prepared by:
Gregory A. Huber
Law Director
City of Medina
132 North Elmwood Avenue
Medina, OH 44256
Tel: (330)722-9070



NSM BUILDINGS FOR
SPRING GROVE CEMETERY
SPRING GROVE STREET
MEDINA, OHIO 44256

SP-1



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EXHIBIT A

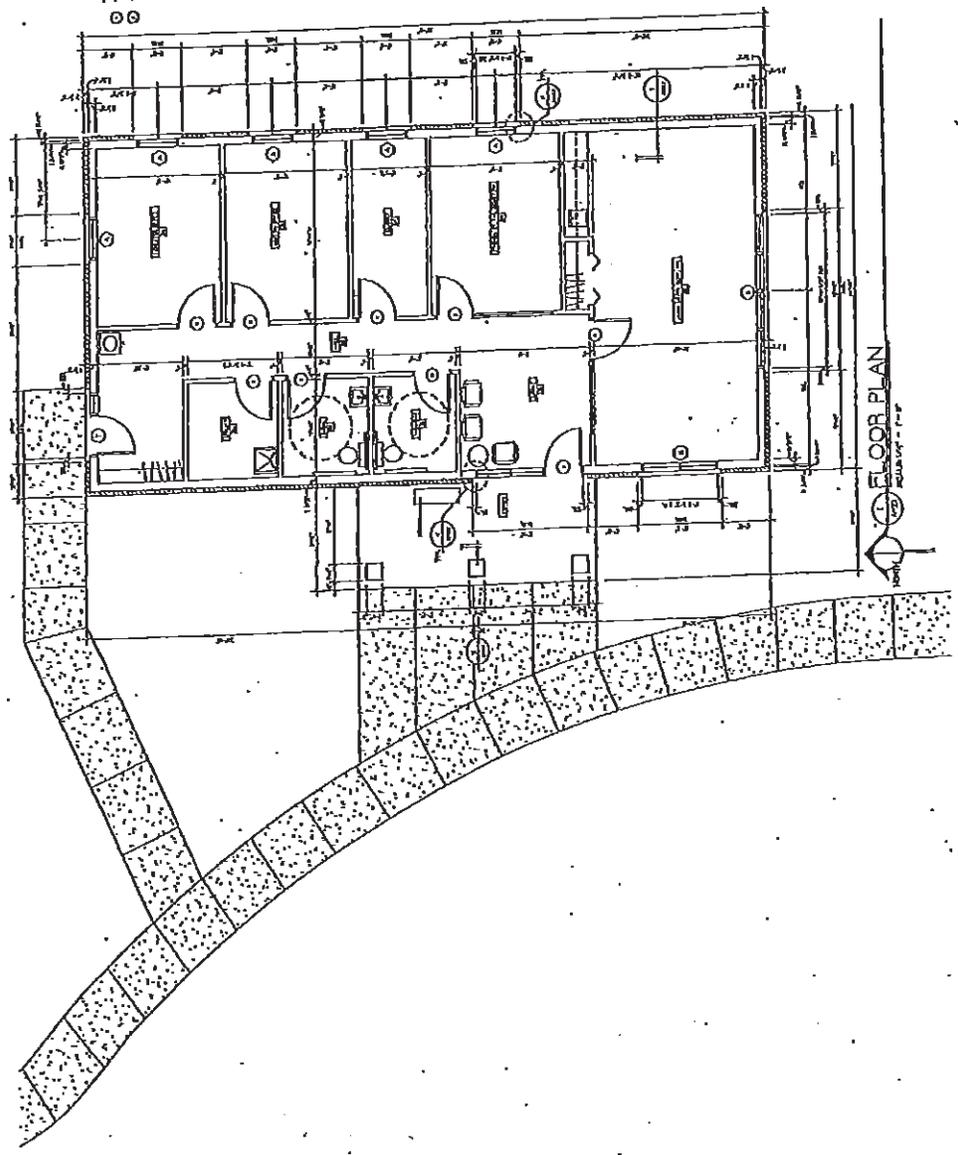


NSR OFFICE BUILDING FOR
SPRING GROVE CEMETERY
SPRING GROVE STREET
MEDINA, OHIO 44288

A-2.1
DATE: 11/11/04
SCALE: AS SHOWN
PROJECT: NSR OFFICE BUILDING FOR SPRING GROVE CEMETERY
SHEET: A-2.1
DRAWN BY: [Name]
CHECKED BY: [Name]

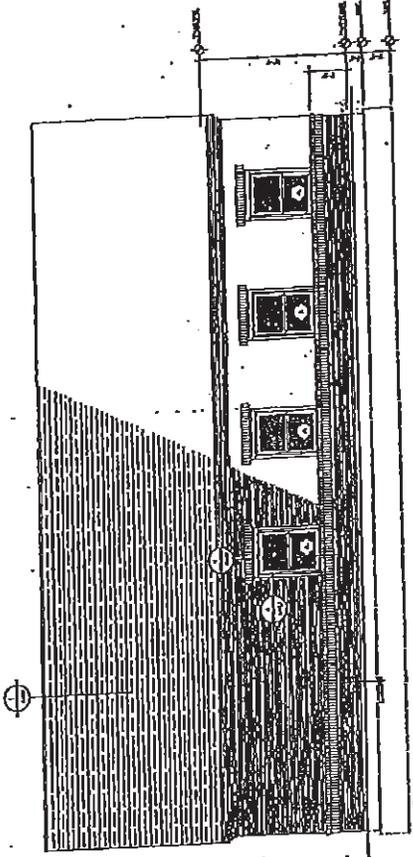
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FLOOR PLAN NOTES

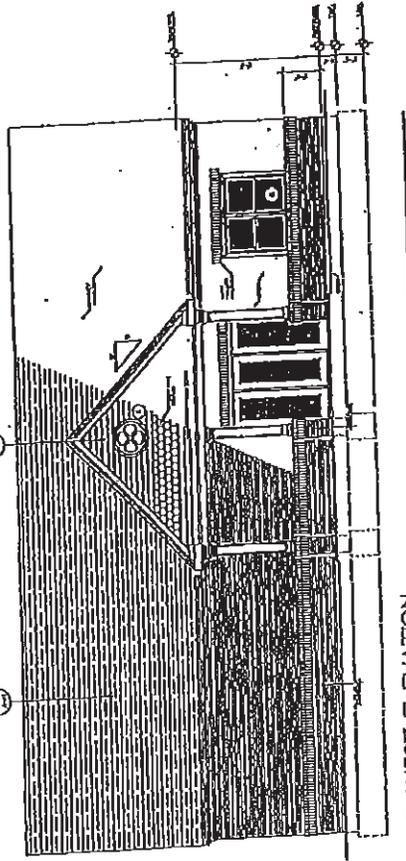


FLOOR PLAN
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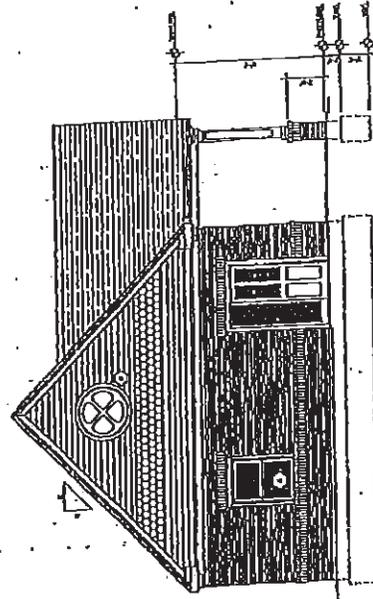
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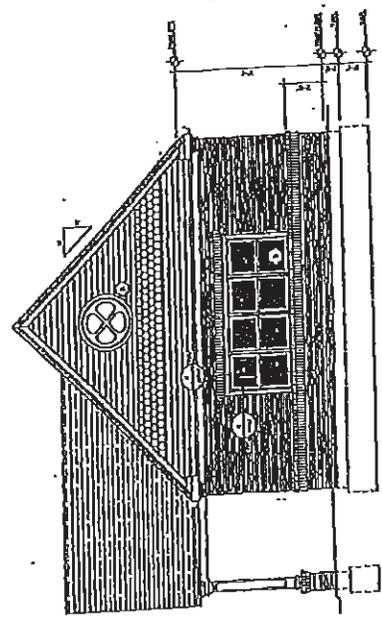
EAST ELEVATION
SCALE 1/4" = 1'-0"



WEST ELEVATION
SCALE 1/4" = 1'-0"



NORTH ELEVATION
SCALE 1/4" = 1'-0"



SOUTH ELEVATION
SCALE 1/4" = 1'-0"

WINDOW SCHEDULE

- 1. Single Hung Window
- 2. Double Hung Window
- 3. Tripart Window
- 4. Casement Window
- 5. Awning Window
- 6. Projecting Window
- 7. Bay Window
- 8. Picture Window
- 9. Transomed Window
- 10. Transomed Casement Window
- 11. Transomed Projecting Window
- 12. Transomed Bay Window
- 13. Transomed Picture Window
- 14. Transomed Picture Window with Shutters
- 15. Transomed Picture Window with Shutters and Sill
- 16. Transomed Picture Window with Shutters and Sill and Sill
- 17. Transomed Picture Window with Shutters and Sill and Sill and Sill
- 18. Transomed Picture Window with Shutters and Sill and Sill and Sill and Sill
- 19. Transomed Picture Window with Shutters and Sill and Sill and Sill and Sill and Sill
- 20. Transomed Picture Window with Shutters and Sill and Sill and Sill and Sill and Sill and Sill

STUDIOS
ARCHITECTS
1000 N. 10th St., Suite 100
Columbus, Ohio 43219
Tel: 614-291-1111
Fax: 614-291-1112
www.studiosarchitects.com

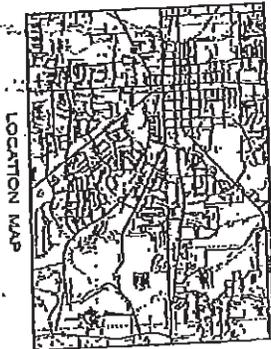
**HST OFFICE BUILDING FOR
SPRING GROVE CEMETERY**
SPRING GROVE STREET
MEDINA, OHIO 44256

A-31

SPRING GROVE CEMETERY

ENGINEERED SITE PLANS

Located in the City of Medina
in the County of Medina
and State of Ohio



LOCATION MAP

INDEX OF DRAWINGS

- 1 - TITLE SHEET
- 2 - EXISTING CONDITIONS PLAN
- 3 - SITE DIMENSION/PAVING PLAN
- 4 - SITE UTILITY PLAN
- 5-6 - SITE GRADING/STORM WATER MANAGEMENT PLAN
- 7 - MISCELLANEOUS NOTES & DETAILS
- 8-9 - CITY OF MEDINA WATER MAIN DETAIL SHEETS
- 10 - CITY OF MEDINA STORM SEWER DETAIL SHEET

GENERAL NOTES

1. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE SITE AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS FOUND THE SAME TO BE AS SHOWN ON THE EXISTING CONDITIONS PLAN.
2. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE SURROUNDING AREAS AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS FOUND THE SAME TO BE AS SHOWN ON THE EXISTING CONDITIONS PLAN.
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10. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE SURROUNDING AREAS AND HAS OBSERVED THE EXISTING CONDITIONS AND HAS FOUND THE SAME TO BE AS SHOWN ON THE EXISTING CONDITIONS PLAN.



C. W. CUNNINGHAM
Professional Engineer
No. 10454
State of Ohio

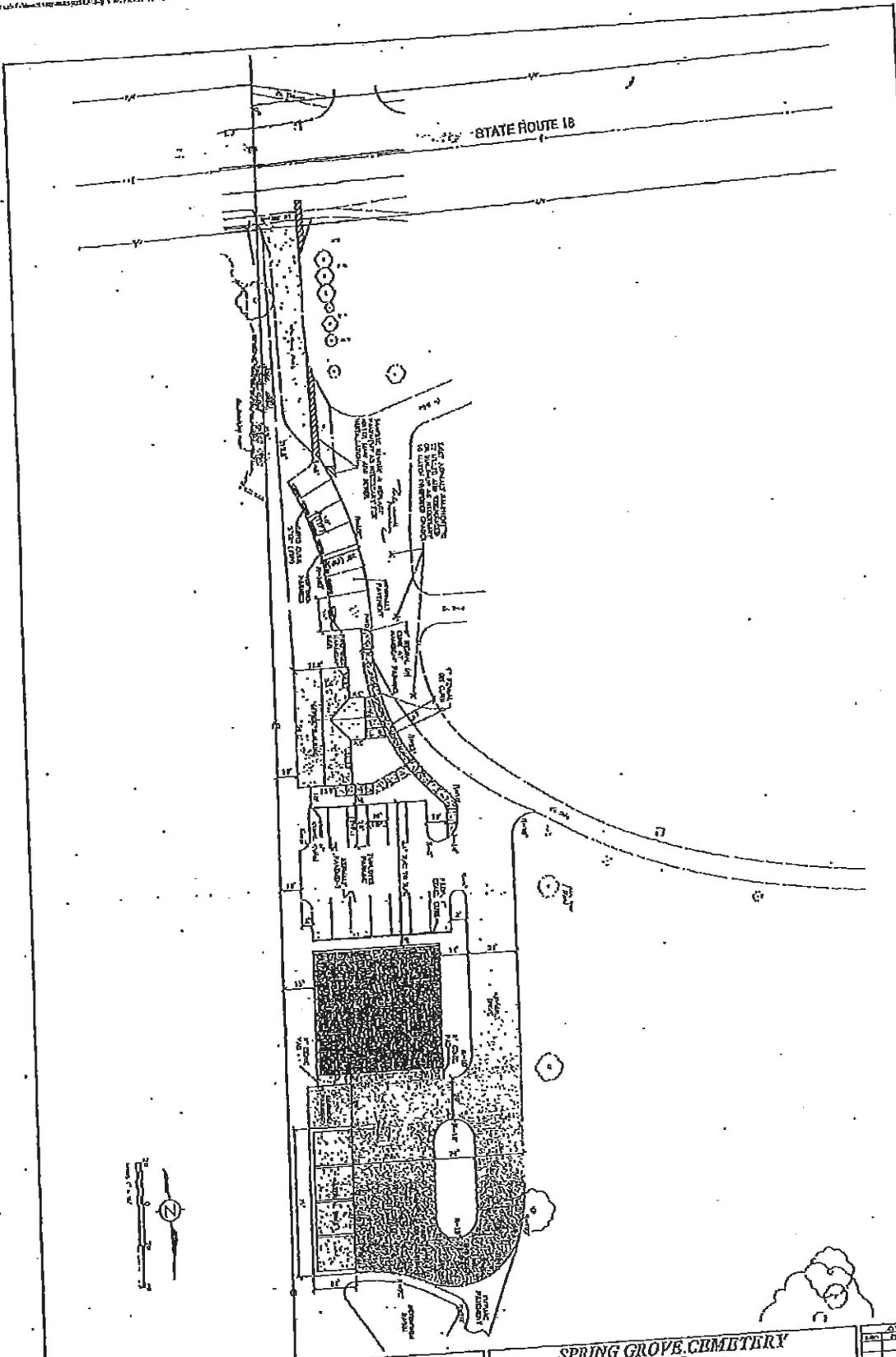


DATE: 10/15/10

<p>1 10</p>	<p>TITLE SHEET</p>	<p>SPRING GROVE CEMETERY</p>	<p>NO. 10454</p>
		<p>CUNNINGHAM & ASSOCIATES, INC.</p>	<p>1000 W. MAIN ST., MEDINA, OHIO 44028</p>

EXHIBIT B

10/13/10



3
10

DATE: 10/13/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

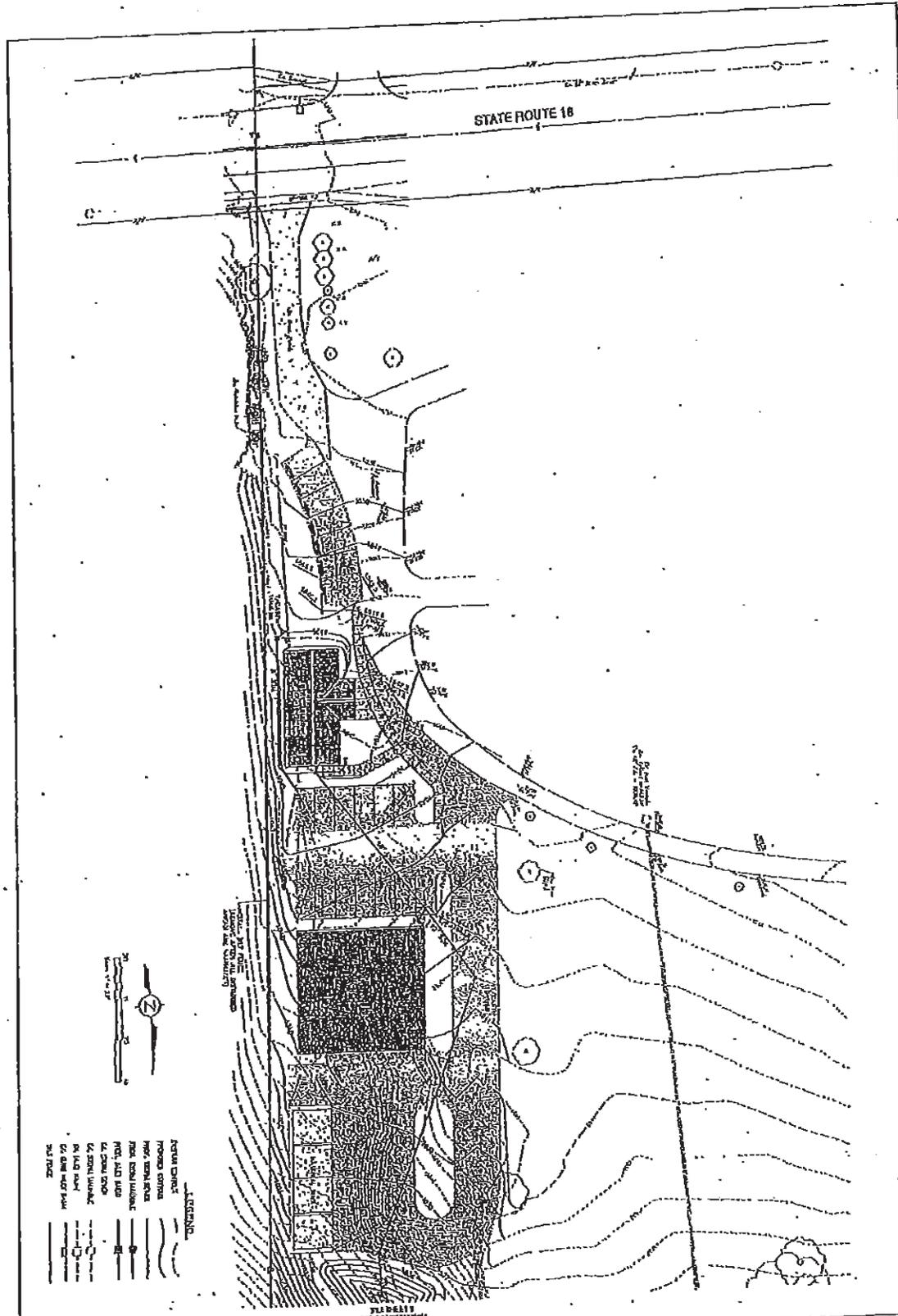
**SITE DIMENSION
AND
PAVING PLAN**

SPRING GROVE CEMETERY
 (FORMERLY)
 COUNTY OF JEFFERSON

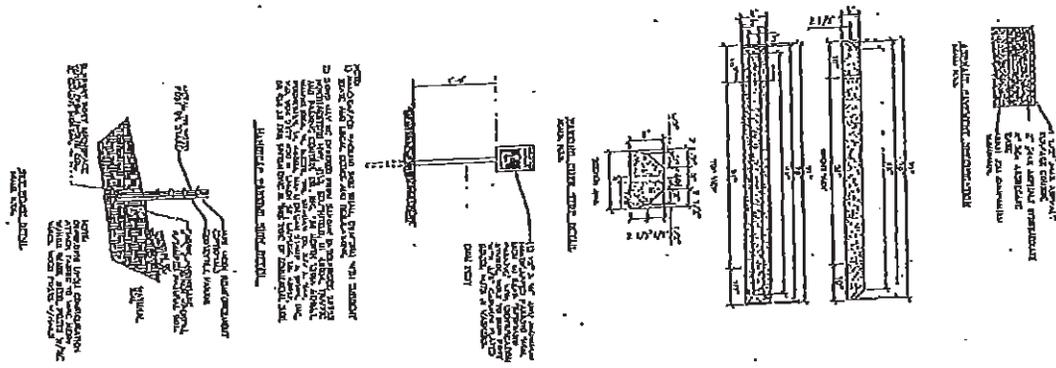
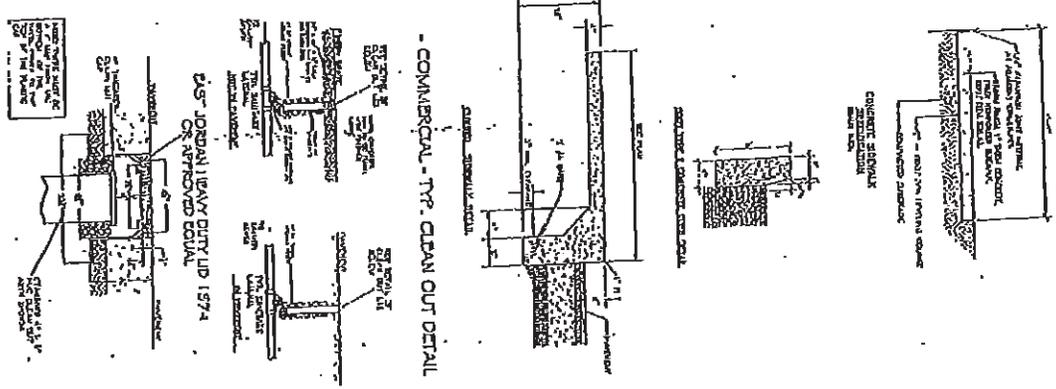
CUNNINGHAM & ASSOCIATES, INC.
 CIVIL ENGINEERING AND SURVEYING
 2211 MARKET STREET, SUITE 100, JACKSON, MISSISSIPPI 39201

NO.	REVISION	DATE

DATE: 10/15/78 BY: J. GUNNINGHAM



5 10	SITE GRADING AND STORMWATER PREVENTION PLAN	SPRING GROVE CEMETERY <small>CITY OF ALABAMA</small>	GUNNINGHAM & ASSOCIATES, INC. <small>CIVIL ENGINEERING AND SURVEYING</small> <small>1000 LIBERTY ROAD, SUITE 100, ALABAMA</small>	SHEET NO. 10 OF 12
	<small>DATE: 10/15/78</small> <small>BY: J. GUNNINGHAM</small> <small>CHECKED: J. GUNNINGHAM</small> <small>SCALE: AS SHOWN</small>	<small>PROJECT NO. 78-101</small> <small>CLIENT: CITY OF ALABAMA</small> <small>LOCATION: 1000 LIBERTY ROAD, SUITE 100, ALABAMA</small>	<small>DATE: 10/15/78</small> <small>BY: J. GUNNINGHAM</small> <small>CHECKED: J. GUNNINGHAM</small> <small>SCALE: AS SHOWN</small>	<small>DATE: 10/15/78</small> <small>BY: J. GUNNINGHAM</small> <small>CHECKED: J. GUNNINGHAM</small> <small>SCALE: AS SHOWN</small>



GENERAL NOTES

1. All work shall be in accordance with the specifications and standards of the Department of Public Works, City of New York.
2. All materials shall be of the best quality and shall be approved by the Engineer before being used.
3. All work shall be done in accordance with the approved plans and specifications.
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10. All work shall be done in accordance with the approved plans and specifications.

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Excavation	100	cu yd	1.00	100.00
2	Concrete Sewer	100	lin ft	1.00	100.00
3	Manhole	1	each	100.00	100.00
4	Backfill	100	cu yd	1.00	100.00
5	Gravel	100	cu yd	1.00	100.00
6	Asphalt	100	sq ft	1.00	100.00
7	Paint	100	gal	1.00	100.00
8	Iron	100	lb	1.00	100.00
9	Steel	100	lb	1.00	100.00
10	Brick	100	sq ft	1.00	100.00
11	Plaster	100	sq ft	1.00	100.00
12	Roofing	100	sq ft	1.00	100.00
13	Windows	100	sq ft	1.00	100.00
14	Doors	100	sq ft	1.00	100.00
15	Interior	100	sq ft	1.00	100.00
16	Exterior	100	sq ft	1.00	100.00
17	Paint	100	gal	1.00	100.00
18	Iron	100	lb	1.00	100.00
19	Steel	100	lb	1.00	100.00
20	Brick	100	sq ft	1.00	100.00
21	Plaster	100	sq ft	1.00	100.00
22	Roofing	100	sq ft	1.00	100.00
23	Windows	100	sq ft	1.00	100.00
24	Doors	100	sq ft	1.00	100.00
25	Interior	100	sq ft	1.00	100.00
26	Exterior	100	sq ft	1.00	100.00
27	Paint	100	gal	1.00	100.00
28	Iron	100	lb	1.00	100.00
29	Steel	100	lb	1.00	100.00
30	Brick	100	sq ft	1.00	100.00
31	Plaster	100	sq ft	1.00	100.00
32	Roofing	100	sq ft	1.00	100.00
33	Windows	100	sq ft	1.00	100.00
34	Doors	100	sq ft	1.00	100.00
35	Interior	100	sq ft	1.00	100.00
36	Exterior	100	sq ft	1.00	100.00
37	Paint	100	gal	1.00	100.00
38	Iron	100	lb	1.00	100.00
39	Steel	100	lb	1.00	100.00
40	Brick	100	sq ft	1.00	100.00
41	Plaster	100	sq ft	1.00	100.00
42	Roofing	100	sq ft	1.00	100.00
43	Windows	100	sq ft	1.00	100.00
44	Doors	100	sq ft	1.00	100.00
45	Interior	100	sq ft	1.00	100.00
46	Exterior	100	sq ft	1.00	100.00
47	Paint	100	gal	1.00	100.00
48	Iron	100	lb	1.00	100.00
49	Steel	100	lb	1.00	100.00
50	Brick	100	sq ft	1.00	100.00

MISCELLANEOUS NOTES AND DETAILS

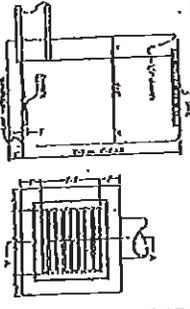
SPRING GROVE CEMETERY

CUNNINGHAM & ASSOCIATES, INC.

CIVIL ENGINEERS AND SURVEYORS

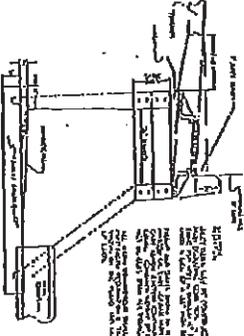
100 W. 42nd St., New York 36, N.Y.

7/10



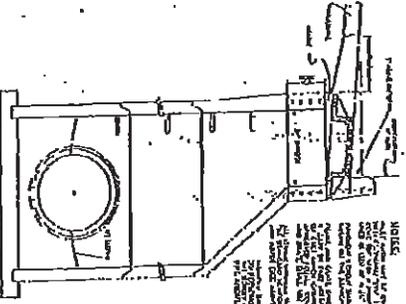
STANDARD NO. 2 2 B INLET BASIN
SCALE: 1/8" = 1'-0"

NOTES:
1. THIS BASIN IS TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE OR CAST-IN-PLACE CONCRETE.
2. THE INLET SHALL BE 24" DIA. AND SHALL BE LOCATED AT THE CENTER OF THE BASIN.
3. THE BASIN SHALL BE 48" HIGH AND 48" WIDE.
4. THE TOP COVER SHALL BE 12" THICK AND SHALL BE LOCATED 48" ABOVE THE FINISHED GRADE.
5. THE BASIN SHALL BE FINISHED WITH A SMOOTH SURFACE.
6. THE INLET SHALL BE FINISHED WITH A SMOOTH SURFACE.
7. THE BASIN SHALL BE FINISHED WITH A SMOOTH SURFACE.



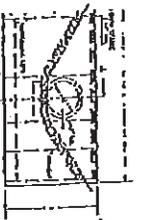
STANDARD CURB INLET BASIN
SCALE: 1/8" = 1'-0"

NOTES:
1. THIS BASIN IS TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE OR CAST-IN-PLACE CONCRETE.
2. THE INLET SHALL BE 24" DIA. AND SHALL BE LOCATED AT THE CENTER OF THE BASIN.
3. THE BASIN SHALL BE 48" HIGH AND 48" WIDE.
4. THE TOP COVER SHALL BE 12" THICK AND SHALL BE LOCATED 48" ABOVE THE FINISHED GRADE.
5. THE BASIN SHALL BE FINISHED WITH A SMOOTH SURFACE.
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7. THE BASIN SHALL BE FINISHED WITH A SMOOTH SURFACE.



STANDARD CURB INLET MANHOLE
SCALE: 1/8" = 1'-0"

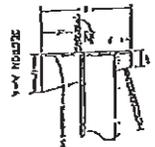
NOTES:
1. THIS MANHOLE IS TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE OR CAST-IN-PLACE CONCRETE.
2. THE INLET SHALL BE 24" DIA. AND SHALL BE LOCATED AT THE CENTER OF THE MANHOLE.
3. THE MANHOLE SHALL BE 48" HIGH AND 48" WIDE.
4. THE TOP COVER SHALL BE 12" THICK AND SHALL BE LOCATED 48" ABOVE THE FINISHED GRADE.
5. THE MANHOLE SHALL BE FINISHED WITH A SMOOTH SURFACE.
6. THE INLET SHALL BE FINISHED WITH A SMOOTH SURFACE.
7. THE MANHOLE SHALL BE FINISHED WITH A SMOOTH SURFACE.



TYPICAL TRENCH SECTIONS
SCALE: 1/8" = 1'-0"

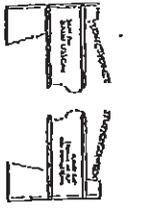
NOTES:
1. THE TRENCH SHALL BE 48" WIDE AND 48" DEEP.
2. THE BOTTOM SHALL BE FINISHED WITH A SMOOTH SURFACE.
3. THE TOP SHALL BE FINISHED WITH A SMOOTH SURFACE.
4. THE TRENCH SHALL BE FINISHED WITH A SMOOTH SURFACE.

ITEM	DESCRIPTION	QUANTITY	UNIT
1	PRECAST REINFORCED CONCRETE	1	CU YD
2	CAST-IN-PLACE CONCRETE	1	CU YD
3	CAST-IN-PLACE CONCRETE	1	CU YD
4	CAST-IN-PLACE CONCRETE	1	CU YD
5	CAST-IN-PLACE CONCRETE	1	CU YD
6	CAST-IN-PLACE CONCRETE	1	CU YD
7	CAST-IN-PLACE CONCRETE	1	CU YD
8	CAST-IN-PLACE CONCRETE	1	CU YD
9	CAST-IN-PLACE CONCRETE	1	CU YD
10	CAST-IN-PLACE CONCRETE	1	CU YD



FULL HEADWALL DETAIL
SCALE: 1/8" = 1'-0"

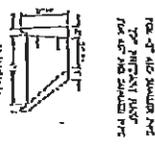
NOTES:
1. THE HEADWALL SHALL BE 48" HIGH AND 48" WIDE.
2. THE TOP COVER SHALL BE 12" THICK AND SHALL BE LOCATED 48" ABOVE THE FINISHED GRADE.
3. THE HEADWALL SHALL BE FINISHED WITH A SMOOTH SURFACE.
4. THE INLET SHALL BE FINISHED WITH A SMOOTH SURFACE.
5. THE HEADWALL SHALL BE FINISHED WITH A SMOOTH SURFACE.



TYPICAL STORM SEWER CONNECTION
SCALE: 1/8" = 1'-0"

NOTES:
1. THE STORM SEWER SHALL BE 48" DIA. AND SHALL BE LOCATED AT THE CENTER OF THE CONNECTION.
2. THE CONNECTION SHALL BE 48" HIGH AND 48" WIDE.
3. THE TOP COVER SHALL BE 12" THICK AND SHALL BE LOCATED 48" ABOVE THE FINISHED GRADE.
4. THE CONNECTION SHALL BE FINISHED WITH A SMOOTH SURFACE.
5. THE INLET SHALL BE FINISHED WITH A SMOOTH SURFACE.
6. THE CONNECTION SHALL BE FINISHED WITH A SMOOTH SURFACE.

ITEM	DESCRIPTION	QUANTITY	UNIT
1	PRECAST REINFORCED CONCRETE	1	CU YD
2	CAST-IN-PLACE CONCRETE	1	CU YD
3	CAST-IN-PLACE CONCRETE	1	CU YD
4	CAST-IN-PLACE CONCRETE	1	CU YD
5	CAST-IN-PLACE CONCRETE	1	CU YD
6	CAST-IN-PLACE CONCRETE	1	CU YD
7	CAST-IN-PLACE CONCRETE	1	CU YD
8	CAST-IN-PLACE CONCRETE	1	CU YD
9	CAST-IN-PLACE CONCRETE	1	CU YD
10	CAST-IN-PLACE CONCRETE	1	CU YD



STANDARD REINFORCED PRECAST MANHOLE
SCALE: 1/8" = 1'-0"

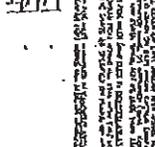
NOTES:
1. THE MANHOLE SHALL BE 48" HIGH AND 48" WIDE.
2. THE TOP COVER SHALL BE 12" THICK AND SHALL BE LOCATED 48" ABOVE THE FINISHED GRADE.
3. THE MANHOLE SHALL BE FINISHED WITH A SMOOTH SURFACE.
4. THE INLET SHALL BE FINISHED WITH A SMOOTH SURFACE.
5. THE MANHOLE SHALL BE FINISHED WITH A SMOOTH SURFACE.



STANDARD STORM SEWER CONNECTION
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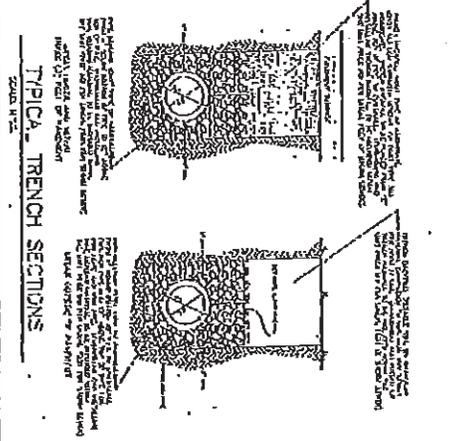
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1	PRECAST REINFORCED CONCRETE	1	CU YD
2	CAST-IN-PLACE CONCRETE	1	CU YD
3	CAST-IN-PLACE CONCRETE	1	CU YD
4	CAST-IN-PLACE CONCRETE	1	CU YD
5	CAST-IN-PLACE CONCRETE	1	CU YD
6	CAST-IN-PLACE CONCRETE	1	CU YD
7	CAST-IN-PLACE CONCRETE	1	CU YD
8	CAST-IN-PLACE CONCRETE	1	CU YD
9	CAST-IN-PLACE CONCRETE	1	CU YD
10	CAST-IN-PLACE CONCRETE	1	CU YD



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REVISIONS	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

CITY OF MEDINA
CONSTRUCTION STANDARDS
STORM SEWERS
Zoning Board 25-Storm-0
Sheet Number:
10 of 10